

EXHIBIT B

IF YOU ARE A USED CAR DEALER WHO HAD FLOORPLAN AGREEMENT(S) WITH DEALER SERVICES CORPORATION N/K/A NEXTGEAR CAPITAL, INC. AT ANY TIME BETWEEN JANUARY 2005 AND JULY 2013, YOU MAY BE A MEMBER OF A CLASS ACTION AGAINST NEXTGEAR.

THIS LAWSUIT MAY AFFECT YOUR RIGHTS

A COURT AUTHORIZED THIS NOTICE THIS IS NOT A SOLICITATION FROM A LAWYER

NOTICE OF PENDENCY OF CLASS ACTION LAWSUIT

Used car dealers have sued (i) NextGear Capital, Inc. (“NextGear”) formerly known as Dealer Services Corporation (“DSC”), (ii) Cox Automotive, Inc. (“Cox”), and (iii) John Wick (“Mr. Wick”, collectively with NextGear and Cox, the “Defendants”) alleging that DSC breached floor plan contracts with dealers during the applicable time period by, in some cases, charging “interest” for days or weeks before making payments to auctions on dealers’ behalf for auction purchases, and that Defendants devised a scheme to defraud dealers by concealing such activity from them. These are, however, only the used car dealers’ allegations. The Court has not yet decided if they are correct. Defendants deny any wrongdoing, deny they breached the parties’ contracts and/or engaged in any fraud or concealment, and intend to vigorously defend themselves, contending that DSC charged interest as allowed by the contract.

The Honorable Tanya Walton Pratt, a federal district judge, has certified this case to proceed as a class action on behalf of all used car dealers who meet the definition described below in Paragraph 1. The lawsuit is pending in the United States District Court for the Southern District of Indiana.

You should review this notice because if you don’t want to be part of the class, you must ask to exclude yourself by a letter postmarked no later than , 2017. (Please see paragraph 12, below, for details.)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up right to sue separately. By doing nothing, you keep open the possibility of getting money or benefits that may come from a class trial or a settlement. You cannot, however, recover or try your claims twice; so, by participating in the class action, you give up any rights to individually sue the Defendants about the same legal claims in this lawsuit.
	Get out of this lawsuit. Get no benefits from it. Not be bound by outcome.

**ASK TO BE
EXCLUDED**

If you ask to be excluded, you will not be entitled to money or benefits, if any, that are later obtained in a class trial or a settlement. But, you keep any rights to sue Defendants separately about the same legal claims in this lawsuit, and you are not bound by the outcome of this lawsuit. You may have to hire a lawyer to sue Defendants separately if you want to seek money from the Defendants.

BASIC INFORMATION

1. Why did I get this notice?

A copy of this Notice was mailed to used car dealers identified from NextGear's records as potentially being members of either a Nationwide Class or a California Subclass as described below.

You are a member of the Nationwide Class if you are a used car dealer in the United States of America that was a party to a Floorplan Agreement with DSC, n/k/a NextGear, effective during the time period of January 2005 through July 2013.

You are a member of the California Subclass if you are a California used car dealer that was a party to a Floorplan Agreement with DSC, n/k/a NextGear, effective during the time period of January 2005 through July 2013, which Floorplan Agreement requires the application of California law.

You have legal rights and options that you may exercise at this time. This lawsuit is known as *Red Barn Motors, Inc., et al. vs. NextGear Capital, Inc., f/k/a Dealer Services Corporation, et al.*, Case No. 1:14-cv-01589-TWP-DML (S.D. Ind.).

2. What is a class and who is involved?

In a class action lawsuit, one or more people with a claim similar to yours files a lawsuit on behalf of other people who have similar claims. That person or persons is the "Class Representative."

Class representatives who sue — and all the Class Members like them — are called the Plaintiffs. The companies and individual that they sued, (i) NextGear, formerly known as DSC; (ii) Cox; and (iii) Mr. Wick, are called the Defendants. In many class actions, to avoid the need for multiple lawsuits, one court resolves the issues for everyone in the Class — except for those people who choose to exclude themselves from the Class. The used car dealers who will act as the Class Representatives are Red Barn Motors, Inc., Mattingly Auto Sales, Inc., and Platinum Motors, Inc.; more information about these Class Representatives is available in the Plaintiffs' Amended Class Action Complaint, which you can read at [www. \[REDACTED\] .com](http://www. [REDACTED] .com).

3. Why is this lawsuit a class action?

In this lawsuit, the Court decided that the claims asserted against Defendants can proceed as a class action because the Plaintiffs satisfied the necessary requirements of federal law governing class

actions. More information about why the Court is allowing this lawsuit to be a class action is in the Court's written class certification opinion available at [www. \[REDACTED\].com](http://www. [REDACTED].com).

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

According to the Plaintiffs: Plaintiffs, on their own behalf and on behalf of the members of the Class, assert that DSC breached floor plan contracts with dealers during the applicable time period by, in some cases, charging "interest" for days or weeks before making payments to auctions on dealers' behalf for auction purchases, and that Defendants devised a scheme to defraud Plaintiffs by concealing such information from dealers. Plaintiffs intend to continue to vigorously prosecute their claims, and they vigorously deny all of Defendants' affirmative defenses to their claims.

According to Defendants: Defendants vigorously deny any wrongdoing, deny that they breached the parties' contracts and/or engaged in any fraud or concealment, and deny all liability. Defendants contend that DSC charged interest properly: only after it became obligated to pay auctions for vehicles that were floor planned. Defendants also assert various affirmative defenses against one or more of the Plaintiffs (e.g., setoff, knowledge, ratification, prior judgments, unclean hands, etc.) and reserve the right to assert applicable defenses against Class Members that do not opt out. Defendants intend to vigorously defend themselves against Plaintiffs' claims.

5. What are the Plaintiffs asking for on behalf of the Class?

Plaintiffs are asking the Court to find that Defendants' alleged wrongful conduct caused monetary damages in an amount to be determined at trial, including the "interest" allegedly wrongfully charged by Defendants along with the costs of bringing the lawsuit, which include reasonable attorney's fees and litigation expenses, as well as pre-judgment and post-judgment interest on all damages.

6. Has the Court decided who is right?

The Court has not decided whether Plaintiffs or Defendants are correct, or whether the used car dealers have suffered any damages. The Court has made a number of legal rulings in the case, and those rulings, along with the pleadings filed by Plaintiffs and Defendants, are available at [www. \[REDACTED\].com](http://www. [REDACTED].com).

The Court has certified this case as a class action on Plaintiffs' breach of contract claim against NextGear and their substantive RICO claim against Defendants. In doing so, and by issuing this notice, the Court is not suggesting that the Plaintiffs will win or lose the case. The purpose of a class action is to decide those issues on behalf of all Class Members in the class action.

7. Is there any money available now?

No money or benefits are available now. No money will be available unless and until Defendants and Plaintiffs reach a settlement or the Plaintiffs prevail at trial and following any appeal(s). There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified of

your entitlement to recovery and how to obtain it. To be eligible for any recovery as part of this class action lawsuit, you must remain in the class. If you remain in the class and no benefits are obtained, you will have no right to seek recovery of any damages or other relief from Defendants.

WHO IS IN THE CLASS

8. Am I part of this class?

You are a member of the Nationwide Class if you are a used car dealer in the United States of America that was a party to a Floorplan Agreement with DSC, n/k/a NextGear, effective during the time period of January 2005 through July 2013.

You are a member of the California Subclass if you are a California used car dealer that was a party to a Floorplan Agreement with DSC, n/k/a NextGear, effective during the time period of January 2005 through July 2013, which Floorplan Agreement requires the application of California law.

9. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help at www. .com or by calling XXX-XXX-XXXX or by writing to the Notice Administrator at:

Red Barn v. NextGear
c/o Analytics Consulting LLC
P.O. Box 200X
Chanhassen, MN 55317-200X

YOUR RIGHTS AND OPTIONS

10. What happens if I do nothing at all?

By doing nothing you are staying in the class. If Plaintiffs win, you may be entitled to money as determined by the Court and the Court will notify you what you need to do to receive your share of the recovery. If Plaintiffs lose, you will not be able to sue the Defendants again for the claims in this lawsuit and will be bound by that outcome. If the case settles, you may or may not be afforded another opportunity to exclude yourself from the class as determined by the Court, but you will be afforded the right to object to the terms of any settlement.

The Court will not permit a settlement of your claims unless it is fair and reasonable.

11. Why would I ask to be excluded?

You must ask to be excluded if you do not want to sue the Defendants or want to sue the Defendants individually. If you have already filed an individual lawsuit and want to proceed on the basis of that lawsuit, rather than through this class action, you will have to ask to be excluded. If you make the choice to be excluded and to pursue a lawsuit individually you may have to hire

your own lawyer at your own cost, respond to discovery, potentially have your deposition taken, and appear and prove your claims at trial.

Because your claims may be subject to a time deadline, if you want to exclude yourself from the class to file an individual case, you should consult a lawyer.

12. How do I ask to be excluded?

If you do not wish to participate as a Class Member, you must timely return a written request to be excluded from the Class. A written request to be excluded from the Class must include all of the following: (i) the Class Member's name; (ii) the Class Member's current mailing address; and (iii) the statement "I want to be excluded from the *Red Barn vs. NextGear* case."

To be timely, a written request to be excluded from the Class must be postmarked on or before [REDACTED], and must be mailed, with sufficient postage prepaid and affixed, to:

Red Barn v. NextGear
c/o Analytics Consulting LLC
P.O. Box 200X
Chanhassen, MN 55317-200X

13. Do I have a lawyer in the class action?

The Court has appointed several lawyers to represent the class. These lawyers are referred to as Class Counsel. These lawyers have experience in prosecuting complex cases on behalf of Plaintiffs. The Court has determined that they are qualified to represent the interests of Class Members in this litigation.

14. Should I get my own lawyer?

If you decide to stay in the class, you do not need to hire your own lawyer, but you are welcome to do so. Class Counsel, who was appointed by the Court, is working on your behalf. But, if you want another lawyer, you will have to hire one on your own. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

15. How will the lawyers be paid?

Class Counsel is working on a contingency-fee basis. You will not have to pay them anything if there is no recovery. They will get paid only if they get money or benefits for the class, whether by favorable judgment or settlement. If that occurs, they may ask the Court for their fees and expenses. The Court will only award fees and expenses that it finds reasonable. If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by Defendants.

16. How and when will the Court decide the case?

If the case isn't resolved by a settlement, motion, or otherwise, Class Counsel will have to prove

the Plaintiffs' claims at a trial. During the trial, the Judge will hear all of the evidence to help her reach a decision about whether the Plaintiffs or Defendants are right about the claims in the lawsuit.

17. Do I have to come to trial?

Unless you are subpoenaed as a witness, if you stay in the class, you will not have to testify at the trial and will not be required to attend it. Class Counsel will present the case for the Plaintiffs, and Defendants will present the defenses. You and your own lawyer (if applicable) are welcome to attend the trial at your own expense. If Plaintiffs prevail at trial on the class issues, the Court will inform you as to what information you may need to provide to share in a monetary recovery (if any).

18. Will I get money after the Court rules?

If you stay in the class action, and the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to receive any share recovered on your behalf. We do not know how long this might take or what any share may be.

GETTING MORE INFORMATION

19. Is more information about the lawsuit available?

If you have any questions or require additional information, you should make contact with the Notice Administrator by one of the following means:

XXX-XXX-XXXX

www._____.com

PLEASE DO NOT CONTACT THE COURT
OR THE COURT CLERK REGARDING THIS MATTER

IMPORTANT: You should promptly notify the Notice Administrator via www._____.com or **XXX-XXX-XXXX**:

- *If you received this Notice at an address different from the address to which it was mailed, or*
- *If your address changes in the future, or*
- *If you did not receive a Notice by mail but nevertheless believe you are a Class Member.*